

SERIAL 06028 S VEHICLE RENTAL (NIGP CODE 97514)

DATE OF LAST REVISION: August 16, 2006 CONTRACT END DATE: June 30, 2009

CONTRACT PERIOD THROUGH JUNE 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VEHICLE RENTAL (NIGP CODE 97514)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 21, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
 Charlene Gardner, Environmental
 Amie Bristol, Sheriff's Office
 Mirheta Muslic, Materials Management

(Please remove Serial 00089-R from your contract notebooks)

INVITATION FOR BID FOR: VEHICLE RENTAL (NIGP CODE 97514)

1.0 INTENT:

1.1 Purpose

The intent of this call for bids is to establish a contract to rent vehicles for Maricopa County. The primary user of the contract is the County's Sheriff's Office.

1.2 Scope

The Contractor shall make available to the County various makes and models of passenger vehicles, ½ ton and ¾ ton trucks with extended cab, full size sports utility vehicles; equipped with a minimum of an XLT packages or of equal level depending on the vehicle manufacturer. Due to the nature of the Sheriff's Office operations, some specialized equipment may be required (e.g. toolbox, spotlight, camper-shell). **All vehicles shall have tinted windows (Arizona legal and limo tint for surveillance. All vehicles shall be equipped with car alarms.**

2.0 TECHNICAL SPECIFICATIONS:

2.1 The Contractor shall provide a variety of vehicle makes and models, body styles and colors. Undercover operations require dissimilar vehicles and the choice of non-identical vehicles as part of their overall fleet make up. Vehicles shall have no permanent markings/advertisement. Vehicles must be approved by the Sheriff's office prior to acceptance.

The actual number of vehicles rented at any given time may vary and Maricopa County does not guarantee these quantities. The approximate range of monthly requirement is between ninety (90) and one hundred thirty-five (135) total vehicles, with a varying mix of 40% passenger, 50% utility and 10% truck vehicle types.

Vendor lists defining inventory availability MUST be submitted with the bid.

2.2 All vehicles must be currently registered and licensed in the State of Arizona and must be operating lawfully. Out of state registration may be authorized for undercover operations at the direction of the Sheriff's Office.

2.3 The Contractor shall provide periodic maintenance inspections; routine maintenance, repairing and/or replacing parts, except those parts damaged by misuse, accident or negligence on the part of the operator. Repair site locations must be agreed upon by the sheriff's office. Repair sites submitted for approval will be located in the greater Phoenix area. Geographical deviations may be submitted for approval in meeting the special or intermediate needs of the Sheriff's Office.

2.4 Mileage for each vehicle is reported monthly on a pre-determined mutually agreed upon date. The Contractor shall provide when requested an alternate, similar vehicle during periods of maintenance and repairs that would restrict normal business activities.

2.5 For damage caused by misuse, accident or negligence of the Sheriff's operator, the vendor shall make necessary repairs utilizing recognized industry standards for determining costs. The Sheriff's Office shall have the right to appeal/appraise the damage and obtain an agreed upon price before repairs are made. Vendors shall provide, with the bid, on Attachment A, Pricing Pages, a description of what constitutes wear and tear damage. The County shall have the option to have wear and tear damage repaired at the shop of its choice, and pay this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity.

In the event a vehicle is not functioning or wrecked, the Contractor will replace the vehicle within twenty-four (24) hours if the breakdown occurs between Monday - Friday 8:00 A.M. - 5:00 P.M.

The Contractor shall replace the vehicle within forty-eight (48) hours if the vehicle breaks down at other times. For vehicles returned for maintenance, the contractor must provide an alternate vehicle when the vehicle to be worked upon is returned to the repair shop. The Contractor is responsible for towing/transporting vehicle to his service shop, and this is to include roadside assistance service. The County shall be responsible for all towing outside Maricopa County to the closest authorized dealership. The contractors towing shall be available 24 hours a day, 7 days per week. The Contractor shall provide roadside assistance service for flat tires, lock outs or other services that can be resolved within roadside assistance capability.

- 2.6 Prior to acceptance of the rental vehicle both the Contractor and the County must note on the acceptance form provided by the County any damage to the vehicle. Any damage to the rented vehicle from the date of the acceptance, except as noted, will be the responsibility of the County.
- 2.7 The Contractor shall issue all vehicles with a full tank of fuel and the County shall return all vehicles with a full tank of fuel except under the circumstances of a disabled vehicle or accident condition where accessibility to the gas tank is impaired or safety measures are a consideration.
- 2.8 Only Maricopa County employees shall drive the above referenced rented vehicles or those individuals legally authorized by the County to do so.
- 2.9 The average period of time per vehicle rental is one (1) year to (2) two years. If however a vehicle is inoperable for any reason the contractor shall provide a replacement within twenty-four (24) hours. Rental periods may vary and the County does not guarantee a specific period of time.
- 2.10 Due to the sensitive nature of the operation of the Maricopa County Sheriff's Office, particularly undercover and surveillance work, vehicles may have to be exchanged as required before the expiration of the rental period. This is done so as not to compromise the operations of the Sheriff's Office. This shall be accomplished without any fee or penalty to the County. Also, all inquiries reference this contract and the fleet in general shall be referred to the Sheriff's Office (Fleet Management).
- 2.11 Billing by the Contractor to the County will be required on a monthly basis. Each using department with a current vehicle rental must be billed separately. Billing will identify each vehicle by make, model, year, license plate and vendor identification number as a minimum. Each using department's vehicles will be listed and identified and representative of the current month's usage and billing.
- 2.12 The successful bidder shall provide a minimum of 3,000 free miles per month per vehicle
- 2.13 The Contractor shall make available to the County current model years and/or used vehicles, no more than three model years old, and mileage not to exceed 30,000. The sheriff's office will return those vehicles, which either exceed 3 years or 30,000 miles during the course of its usage. Rental/Bid prices shall reflect the difference in costs for the following class of rental vehicles; Full-Size, Premium Size, Luxury and Sport Utility Vehicle/Truck. Unit price plus applicable tax in accordance with the specifications referenced in this Bid Serial.
- 2.14 Contractor must have designated pick up and drop off points, conveniently located and mutually agreed upon by the sheriff's office.
- 2.15 No other terms and conditions will be considered for award of this bid. Any changes to the specification, clauses, pricing, etc, may result in the bid being determined non-responsive. Contractor agrees to reasonable mounting of communications equipment in some vehicles. The most often used procedure is to drill a hole in the front, passenger side firewall in routing the radio power cord to the engine compartment, which is then covered by existing carpeting. The radio itself is usually contained below the rear seat in most of these modified vehicles. Holes are then drilled in the floorboard to secure the radio. Any other cabling or mounting is then routed through existing channels or brackets and does not require any modifications. Upon disassembly the drilled holes are filled with the appropriate epoxy type material or inserts and then re-covered by

the carpeting or seats. Prior to installation of any communications equipment, Sheriff's personnel will come to an agreement with the Contractor on the monetary amount of damage caused by this installation. The Contractor shall be reimbursed for such damages.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and

possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.1 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 ORDERING AUTHORITY.

3.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase/rent from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order

for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

- 3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT OFFICER, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

AMIE BRISTOL, SHERIFF'S PROCUREMENT MANAGER, 602-876-3409
(A_Bristol@MCSO.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 EVALUATION CRITERIA.

- 3.8.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.8.1.1 Compliance with specifications.

3.8.1.2 Price.

3.8.1.3 Determination of Responsibility.

- 3.8.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.9 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide one (1) original hardcopy (labeled), one (1) hard copy, including pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.11 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.11.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.11.2 **Mandatory:** Attachment “A”, Pricing;

3.11.3 **Mandatory:** Attachment “B”, Agreement; and

3.11.4 **Mandatory:** Attachment “C”, References.

3.11.5 **Mandatory:** Vendor list defining inventory availability

3.12 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

FOX RAC C/O COURTESY LEASING, P.O. BOX 62495, PHOENIX, AZ 85082

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☐ NO

1.0 PRICING:

1.1 MANUFACTURER/ MODEL	DAILY RENTAL	WEEKLY RENTAL	MONTHLY RENTAL	YEARLY RENTAL
1.1.1 Full Size (e.g. Ford 500, Chevrolet Impala)	\$ 25.00	\$ 170.00	\$ 730.00	\$ 8,760.00
1.1.2 Premium Size (e.g. Crown Victoria, Grand Marquis)	\$ 26.00	\$ 182.00	\$ 780.00	\$ 9,360.00
1.1.3 Luxury Size (e.g. Cadillac Deville, Lincoln Town car)	\$ 28.00	\$ 191.00	\$ 840.00	\$10,080.00
1.1.4 ½ Ton Truck (Extended Cab)	\$ 27.00	\$ 189.00	\$ 810.00	\$ 9,720.00
1.1.5 ¾ Ton Truck (Extended Cab)	\$ 27.00	\$ 189.00	\$ 810.00	\$ 9,720.00
1.1.6 4 Wheel Drive (Full Size Sports Utility)	\$ 27.00	\$ 189.00	\$ 810.00	\$ 9,720.00
1.1.7 COST PER VEHICLE FOR LIMO TINT.	\$____/PER VEHICLE			
1.2 Penalty for exceeding mileage restrictions 3,000 per vehicle per month.	\$ 0 /PER MILE			
1.3 Labor rate for Body & Fender repair jobs	\$ 32.00 / PER HOUR			
1.4 Labor rate for Frame work	\$ 32.00 / PER HOUR			
1.5 Labor rate for Mechanical work	\$ 32.00 / PER HOUR			
1.6 Labor rate for Paint jobs	\$ 35.00 / PER HOUR			
1.7 Define what constitutes normal wear and tear damage:	<u>Wear and tear means normal highway use and without any excessive exterior and interior damage.</u>			

FOX RAC C/O COURTESY LEASING, P.O. BOX 62495, PHOENIX, AZ 85082

PRICING SHEET: S075101,02/B0604563

Terms:	NET 15
Vendor Number:	W000001828 X
Telephone Number:	602/277-7400
Fax Number:	602/273-1470
Contact Person:	Joe Knight
E-mail Address:	joe@foxrentacar.com
Company Web Site:	www.foxrentacar.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2009.